

RECORDATION NO. 20746

FILED

DEC 15 '97

11-10AM

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OF COUNSEL
URBAN A. LESTER

December 15 1997

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Re: Staley Railcar Trust 1997-1

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Lease and Indenture Supplement No. 2, dated December 15, 1997 and Bill of Sale, dated as of December 15, 1997, both secondary documents as defined in the Board's Rules for the Recordation of Documents.

The enclosed documents relate to the Lease Agreement previously filed with the Board under Recordation Number 20746.

The names and addresses of the parties to the enclosed documents are:

Lease and Indenture Supplement No. 2

Lessor/Owner Trustee: First Security Bank, National Association
79 South Main Street
Salt Lake City, Utah 84111

Lessee: A. E. Staley Manufacturing Company
2200 East Eldorado Street
Decatur, Illinois 62525

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Mr. Vernon A. Williams
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Bill of Sale

Seller:

First Security Bank, National Association
79 South Main Street
Salt Lake City, Utah 84111

Buyer/Owner Trustee:

First Security Bank, National Association
79 South Main Street
Salt Lake City, Utah 84111

A description of the railroad equipment covered by the enclosed documents is:

ASRX and TWSX covered hopper railcars and ASRX tank railcars set forth on Schedule 4 to the Lease and Indenture Supplement

Also enclosed is a check in the amount of \$48.00 payable to the order of the Surface Transportation Board covering the required recordation fees.

Kindly return stamped copies of the enclosed documents to the undersigned.

Very truly yours,

Robert W. Alvord

RWA/bg
Enclosures

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BILL OF SALE

FIRST SECURITY BANK, NATIONAL ASSOCIATION, a national banking association, as trustee under that certain Trust Agreement dated as of March 24, 1997 by and between First Security Bank, National Association, and A. E. Staley Manufacturing Company (the "Seller"), in consideration of good and valuable consideration to it paid, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, convey and set over unto FIRST SECURITY BANK, NATIONAL ASSOCIATION, a national banking association, not in its individual capacity, but solely as Owner Trustee (the "Owner Trustee") under a Trust Agreement dated as of June 30, 1997 ("Fleet Trust Agreement"), as thereafter from time to time amended or supplemented, with Fleet Capital Corporation, its successors and assigns, all right, title and interest of the Seller in and to the items of equipment described on the attachment hereto (the "Items of Equipment"), including, without limitation, all warranties provided by any manufacturer of an Item of Equipment to be conveyed with such Item of Equipment to the Owner Trustee to the maximum extent permitted by such warranty and by law and to the extent so permitted such warranty shall be deemed conveyed and a part of the sale of the related Items of Equipment.

To have and to hold, all and singular, the Items of Equipment to the said Owner Trustee, its successors and assigns, for its and their own use and behoof forever.

The Seller hereby represents and warrants to the Owner Trustee, its successors and assigns, that on the date hereof, the Seller is the lawful owner of the Items of Equipment with good right and full power to sell the Items of Equipment and has full legal and beneficial title to the Items of Equipment, free and clear of all Liens; that there is hereby conveyed to the Owner Trustee on the date hereof, full legal and beneficial title to the Items of Equipment, free and clear of all Liens; and the Seller agrees that it will warrant and forever defend such title to the Items of Equipment against the claims and demands of all other Persons.

At any time and from time to time after the date hereof, the Seller shall execute and deliver or cause to be executed and delivered to the Owner Trustee such other instruments and take such other action, all as the Owner Trustee may reasonably request, in order to carry out the intent and purpose of this Bill of Sale.

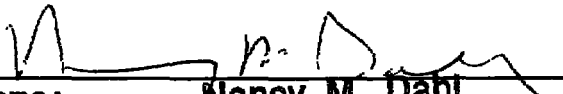
This Bill of Sale shall be governed by the internal laws of the State of Illinois without regard to principles of conflict of law.

Capitalized terms used herein and not otherwise defined have the respective meanings ascribed thereto in Appendix A to the Fleet Trust Agreement.

[signature page follows]

IN WITNESS WHEREOF, the Seller has caused this Bill of Sale to be duly executed and delivered as of the 15th day of December, 1997.

FIRST SECURITY BANK, NATIONAL ASSOCIATION, as trustee under the Trust Agreement dated March 24, 1997 with A. E. Staley Manufacturing Company

By: 
Name: Nancy M. Dahl
Title: Vice President

Schedule 1
(To the Bill of Sale)

Description of Items of Equipment

Tank Railcars

ASRX3000	ASRX3013
ASRX3001	ASRX3014
ASRX3002	ASRX3015
ASRX3003	ASRX3016
ASRX3004	ASRX3017
ASRX3005	ASRX3018
ASRX3006	ASRX3019
ASRX3007	ASRX3020
ASRX3008	ASRX3021
ASRX3009	ASRX3022
ASRX3010	ASRX3023
ASRX3011	ASRX3024
ASRX3012	

5030 Covered Hopper Railcars

ASRX50000	ASRX50025
ASRX50001	ASRX50026
ASRX50002	ASRX50027
ASRX50003	ASRX50028
ASRX50004	ASRX50029
ASRX50005	ASRX50030
ASRX50006	ASRX50031
ASRX50007	ASRX50032
ASRX50008	ASRX50033
ASRX50009	ASRX50034
ASRX50010	ASRX50035
ASRX50011	ASRX50036
ASRX50012	ASRX50037
ASRX50013	ASRX50038
ASRX50014	ASRX50039
ASRX50015	ASRX50040
ASRX50016	ASRX50041
ASRX50017	ASRX50042
ASRX50018	ASRX50043
ASRX50019	ASRX50044
ASRX50020	ASRX50045
ASRX50021	ASRX50046
ASRX50022	ASRX50047
ASRX50023	ASRX50048
ASRX50024	ASRX50049

5150 Covered Hopper Railcars

TWSX1000	TWSX1013
TWSX1001	TWSX1014
TWSX1002	TWSX1015
TWSX1003	TWSX1016
TWSX1004	TWSX1017
TWSX1005	TWSX1018
TWSX1006	TWSX1019
TWSX1007	TWSX1020
TWSX1008	TWSX1021
TWSX1009	TWSX1022
TWSX1010	TWSX1023
TWSX1011	TWSX1024
TWSX1012	